

1 KATHERINE F. WENGER/ CA SB# 223045  
2 MARISSA R. BOYD/ CA SB# 319255  
3 BROWN, GEE & WENGER LLP  
4 200 Pringle Avenue, Suite 400  
5 Walnut Creek CA 94596  
6 Telephone: (925) 943-5000  
7 Facsimile: (925) 933-2100  
8 kwenger@bgwcounsel.com  
9 mboyd@bgwcounsel.com

10 ATTORNEYS FOR PLAINTIFF  
11 CHRISTOPHER R. O'BRIEN,  
12 AS TRUSTEE OF THE RAYMOND F. O'BRIEN  
13 REVOCABLE TRUST

14 SEYFARTH SHAW LLP  
15 G. Daniel Newland (SBN 87965)  
16 Email: dnewland@seyfarth.com  
17 Laura J. Maechtlen (SBN 224923)  
18 Email: lmaechtlen@seyfarth.com  
19 Chantelle C. Egan (SBN 257938)  
20 Email: cegan@seyfarth.com  
21 Megha J. Charalambides (SBN 310892)  
22 Email: mcharalambides@seyfarth.com  
23 560 Mission Street, Suite 3100  
24 San Francisco, CA 94105-2930  
25 Telephone: (415) 397-2823  
26 Facsimile: (415) 397-8549

27 Attorneys for Defendants  
28 XPO CNW, INC. and  
XPO Logistics, Inc.

19 **UNITED STATES DISTRICT COURT**  
20  
21 **NORTHERN DISTRICT OF CALIFORNIA**

22 CHRISTOPHER O'BRIEN as trustee of the  
23 Raymond F. O'Brien Revocable Trust,

24 PLAINTIFF,

25 v.

26 XPO CNW, INC., and XPO LOGISTICS  
27 INC.,

28 DEFENDANTS.

CASE NO. 4:16-cv-03869-JSW  
Filed: 5/27/16

**JOINT [PROPOSED] SIMPLIFIED  
STATEMENT OF THE CASE**

TRIAL DATE: 2/3/2020  
TIME: 8:00 AM  
DEPT.: Courtroom 5

HONORABLE JEFFREY S. WHITE

1 Pursuant to Section 2(c) of the Court's Standing Order for Civil Jury Trials, Plaintiff  
2 Christopher R. O'Brien, as Trustee of The Raymond F. O'Brien Revocable Trust and Defendants  
3 XPO CNW, INC. and XPO Logistics, Inc. submit this proposed Joint Simplified Statement of the  
4 Case to be read to the jury before voir dire and as part of the proposed jury instructions.

5 This matter involves claims brought by Plaintiff Christopher O'Brien, as Trustee of the  
6 Raymond F. O'Brien Revocable Trust (the "Trust"), against Defendants XPO CNW, Inc.  
7 ("CNW") and CNW's parent company XPO Logistics, Inc. ("XPO") (collectively  
8 "Defendants"). Through his claims, Plaintiff seeks to recover damages that he alleges Raymond  
9 O'Brien ("Mr. O'Brien") suffered, when CNW discontinued the \$6,000 a month payment that  
10 had previously been made .

11 Mr. O'Brien initiated this lawsuit in May 2016. After Mr. O'Brien's passing in February  
12 2017, Christopher O'Brien, in his capacity as the trustee of Mr. O'Brien's Trust, substituted in as  
13 Plaintiff in this matter. Christopher O'Brien claims that CNW's discontinuation of the payments  
14 at issue constituted elder abuse, and that XPO's involvement with that cessation of payment  
15 constituted elder abuse and an intentional interference with a contract between Mr. O'Brien and  
16 CNW. Defendants deny that their cessation of payments constituted elder abuse or intentional  
17 interference with a contract.

1  
2 DATED: December 29, 2019

BROWN, GEE & WENGER LLP

3 /s/ Katherine F. Wenger

4 KATHERINE F. WENGER

5 Attorneys for Christopher R. O'Brien as  
6 Trustee of the Raymond F. O'Brien  
7 Revocable Trust

8  
9 DATED: December 29, 2019

SEYFARTH SHAW LLP

10 By: /s/ Chantelle C. Egan

11 G. Daniel Newland

12 Laura J. Maechtlen

13 Chantelle C. Egan

14 Megha J. Charalambides

15 Attorneys for Defendant XPO CNW, INC.  
16 and XPO Logistics, Inc.

17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
60914856v.1  
60916569v.1

**SIGNATURE ATTESTATION**

I hereby attest that all signatories listed above, on whose behalf this stipulation is submitted, concur in the filing's content and have authorized the filing.

DATED: December 29, 2019

BROWN, GEE & WENGER LLP

/s/ Katherine Wenger

KATHERINE F. WENGER  
Attorneys for Plaintiff Christopher R.  
O'Brien as Trustee of the Raymond F.  
O'Brien Revocable Trust